

## MARCO'S IDENTIFYIT PRODUCT AGREEMENT

This IdentifyIT Product Agreement ("IdentifyIT Agreement" or "IdentifyIT Assessment") is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any Schedule of Products ("Client") for the services ("Services") and software ("Software" or "Subscriptions") (collectively, "Products") that Marco will provide during the Term and any Renewal Term of the Marco Relationship Agreement ("Agreement") between Marco and Client. This IdentifyIT Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this IdentifyIT Agreement unless otherwise expressly stated. If Client does not accept and comply with this IdentifyIT Agreement, it may not place an order or use the Products.

### DESCRIPTION OF SERVICES AND DELIVERABLES

- 1. Products.** Marco will provide, and Client will purchase, lease or license, as applicable, Services and Software as described herein in accordance with the attached Schedules which are incorporated herein by reference. Client shall pay the prices ("Price(s)") listed on Schedule A hereto containing Marco's Schedule of Products ("SOP") for the Products at Marco's then prevailing rates which Marco will supply upon request and which Client shall treat as Confidential Information. Marco shall have the right to increase the Price(s) to Client in its sole discretion at the end of the first twelve (12) months of the SOP Effective Date (defined below) and once each twelve (12) months thereafter, by up to ten (10) percent ("Price Increase"). The Products delineated herein are ALL the services, goods, and software Marco is providing under this IdentifyIT Agreement. Services under this IdentifyIT Agreement do not include software, equipment or other goods replacement costs and related services unless expressly indicated.
- 2. Designated Users.** Prior to Marco's installation of Software described in Schedule D, Performance Specifications, Client shall designate the specific number of its active directory users and Marco shall allot those users as subject to this IdentifyIT Agreement on the SOP ("Designated Users"). Client shall notify Marco of any changes to the Designated Users. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users' status, including by reviewing Client's active directory. Client consents to Marco's access to its active directory for such review. Client shall cooperate in and provide Marco all Client Information and Access (defined below) Marco deems necessary to carry out such audit. If Client exceeds its allotted Designated Users, the Price will be increased accordingly.
- 3. Asset Summary.** Client shall provide Marco with information it needs to carry out this IdentifyIT Agreement including list of all IT equipment, such as personal computers and servers; software and operating systems; and third party IT services it is using in its IT environment ("Asset Summary"). Marco will review the Asset Summary with Client. Client shall provide Marco with information it reasonably requests concerning the Asset Summary, Client's IT environment, and any other information necessary for the efficient and effective provision and use of the Products, including Client Information and Access (defined below) . Client acknowledges that Marco will be delayed in, or unable to, effectively and efficiently provide the Products if Client fails to comply with its obligations under this IdentifyIT Agreement and agrees that Marco shall have no liability to Client or any third party arising out of such delay. Client shall promptly report to Marco any changes to the Asset Summary.

**4. Minimum Equipment and Software Specifications.** Marco's obligations under this IdentifyIT Agreement are limited to:

- a) equipment, which is professional grade and uses a business class operating system, meets manufacturer current specifications; and
- b) operating systems and other software which are business class, meet the software publisher's and/or vendor's current program specifications and are supported under the software publisher's and/or vendor's current defined lifecycle policy; and
- c) all Designated Users existing on the Client's domain; and
- d) equipment, operating systems and other software having the current capability to be assessed by Marco remotely; and
- e) firewalls, switches, routers, servers, storage area networks, load-balancers, intrusion detection systems domain name systems and other infrastructure devices having Simple Network Management Protocol ("SNMP") 2 or 3 enabled and configured.

The above items are referred to herein collectively as "Minimum Specifications."

**5. Term, Termination, and Renewals.**

- a) Unless terminated earlier as provided in the Agreement or in Section 6. d. below, this IdentifyIT Agreement shall be in effect as of the first date of any SOP for applicable Products and shall continue for the term(s) stated in the SOP(s) for the Products purchased ("IdentifyIT Agreement Term"). This IdentifyIT Agreement shall automatically renew for successive twelve (12) month periods (each a "IdentifyIT Agreement Renewal Term"), unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current IdentifyIT Agreement Term or IdentifyIT Agreement Renewal Term.
- b) Unless terminated earlier as provided in the Agreement or this IdentifyIT Agreement under Section 5. d. below, each SOP shall be in effect as of the Go Live Date defined below ("SOP Effective Date") and shall continue for the term stated in each SOP for Products purchased. Each SOP shall automatically renew for successive twelve (12) month periods at then applicable rates which are subject to change in Marco's sole discretion, unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current SOP term or renewal term.
- c) For the avoidance of doubt, the terms and conditions of this IdentifyIT Agreement shall continue to apply with respect to any SOP which, by its terms, continues in effect after the date of termination of this IdentifyIT Agreement; provided that Marco shall not accept any new SOP for IdentifyIT from Client after a notice of termination of this IdentifyIT Agreement has been given by either party, or while any uncured breach by Client exists.
- d) Client is purchasing the Products for the complete contract term designated in the SOP. Client may terminate any SOP after providing thirty (30) days' written notice to Marco. In the event Client terminates a SOP prior to the end of the then current SOP term, Client will pay Marco an amount equal to the Monthly Recurring Charge, multiplied by the number of months remaining in the SOP Term or SOP Renewal Term ("Termination Fee") and any professional service, on boarding, off boarding, or other applicable fees. Client shall pay Marco's invoice containing the Termination Fee and any other fees within thirty (30) days of the date of the invoice. Notice of termination under this subsection shall be provided as set forth in the Agreement.

## PLANNING, IMPLEMENTATION AND CHANGES

- 1. Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this IdentifyIT Agreement. Client shall also designate a primary and secondary IT administrator who shall be competent to, and shall have full authority to, dictate Client's network policy and make all technical decisions for Client concerning the provision of the Products. One of Client's IT Administrators may also serve as its project manager if Client so designates. Client represents and warrants that its project manager and IT administrator (collectively, "Contacts") have full authority to bind Client, and that Marco may rely on the Contacts, and their decisions, instructions and directions in carrying out the Agreement and this IdentifyIT Agreement.
- 2. Client Information and Access.** To facilitate the efficient and effective provision and use of the Products, Client agrees to provide to Marco at Client's expense copies of, access to, and permission to collect, maintain, and process as applicable:

  - a) Client's equipment which Marco deems necessary to perform the Services hereunder ("Designated Equipment");
  - b) Client Designated Users' names, phone numbers, and email addresses
  - c) Client Contacts and other Representatives;
  - d) Client Access Information, which is defined as those rights, privileges and authorizations, Marco requires for it to carry out its obligations or exercise its rights under the Agreement and this IdentifyIT Agreement including but not limited to: administrative rights, passwords, security clearance, and Network Credentials (defined below); and
  - e) Client's additional information, which Marco reasonably requests, including but not limited to: information about facilities, computers, network environment, servers, drives, switches, routers, hard drives, mobile devices, , licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc. (collectively, "Client Information and Access").
- 3. Remediation and Service Limitations.** Marco may designate certain limitations or exclusions from the Services ("Service Limitations"), including those on Schedule E, or require that Client enter into a separate remediation agreement or otherwise make remediations ("Remediation Plan") if: (i) on the SOP Effective Date problems exist with Client's environment; or (ii) at any time during the IdentifyIT Agreement, Marco determines that upgrading, replacement or other remediation by Client will be required in order for Marco to efficiently and effectively provide and Client to use the Products, Client shall pay Marco's then prevailing rates for any remediation services.

If (i) Minimum Specifications are not met; (ii) Client fails to implement a Remediation Plan; or (iii) Marco determines in its sole discretion that the Service Limitations would prohibit Marco from efficiently and effectively providing the Products, Marco may terminate the Agreement and this IdentifyIT Agreement without liability. If Marco terminates on the above basis, Client shall pay all fees incurred to the date of such termination.

Marco's assistance in any audit or other investigation (e.g., computer forensics) initiated by or on behalf of Client or any third party is billable at Marco's prevailing rates.
- 4. Planning and Schedule.** Client shall work with Marco to plan for and schedule dates and times for all steps leading to and including implementation of the Software.
- 5. Go Live.** Marco will notify Client when all components of on boarding are completed ("Go Live Date").

6. **Services Scope.** The Services provided under this IdentifyIT Agreement, any Remediation Plan, and any Service Limitations are not to be considered a comprehensive information security or IT analysis, but rather are the limited to the Services described in Schedule D. Client represents and warrants that it and its Representatives shall not rely on nor allow any third party to rely on such assessment for any other purpose whatsoever.
7. **Team Effort.** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this IdentifyIT Agreement, including, but not limited to: actively participating in the planning, scheduling, information gathering, monitoring, maintaining, managing, providing feedback, considering recommendations (including as to single point failures) and implementing remediation or changes for the effective and efficient provision and use of the Products. Client acknowledges and agrees that: (a) its failure to timely provide such assistance and cooperation and perform any of its obligations under this IdentifyIT Agreement; b) the necessity of an amendment to this IdentifyIT Agreement, a separate agreement, Remediation Plan, Service Limitations, or Client's request for enhanced, additional or different services, equipment, software or other things; c) limitations or barriers to the Client Information and Access; d) or factors in the reasonable control of Client, but not of Marco, may result in the delay, reduction or failure of the effective and efficient provision and use of the Products (collectively, "Limitations"). Client agrees that it will be solely responsible for and will defend, indemnify and hold harmless Marco and its Representatives for any Claims, Losses, or other liability or consequences whatsoever arising out of or relating to such Limitations.
8. **Software License Terms** In accordance with the Agreement, Client understands and agrees that it is required to comply with the then current version of License terms for the Software which (i) are located at <https://www.marconet.com/legal/managed-service-product-agreements/identifyit-agreement-license-terms>; and (ii) are otherwise applicable to any Software.
9. **Changes and Enhanced Services.** Except as expressly stated otherwise herein or in the Agreement, no order, statement, conduct of either Party, nor course of dealing, usage, or trade practice shall be treated as a change to the obligations or rights of either Party hereunder or in the Agreement, unless agreed in a writing by both Parties. The Parties' agreement to change this IdentifyIT Agreement shall be set forth in an amendment hereto and/or an updated SOP. Marco reserves the right in its sole discretion to require a separate agreement for any changes, additions, or enhancements to the Products.

## CLIENT RESPONSIBILITIES FOR IMPLEMENTATION

The implementation will require assistance from Client needed to complete the Asset Summary. Such assistance includes the items listed below. All information requested and communication should be routed to the Marco Project Manager assigned. Once the Agreement, this IdentifyIT Agreement, the SOP, and other related agreements, if any, are received fully executed, Marco will assign a Project Manager to work on the Managed IT Services implementation.

### 1. Network Credentials

Client will provide documentation of network credentials Marco's Project Manager prior to the start of the Managed IT Services implementation. Network credentials include the following (if applicable):

- Domain Administrator / Domain Server
- Public Domain Record Information
- Local Server
- Local Workstations / Thin Client Administration
- Active Directory

- Azure/Azure AD
- O365 Credentials
- SSL Certificates
- Virtual Server - VMware / VSphere
- SAN Administrator
- Firewall
- Switch
- Router – if client owned
- Wireless Access Points
- SQL Administrator
- Email Administrator
- Antivirus Managed Console
- Public DNS Portals
- Portal Addresses
- Web Hosting or Web Filtering Appliance/Software
- Email Filtering Appliance / Software
- Universal Power Supply (UPS) / Battery Backup
- Ilo/IMM – Management Login
- Printers

## **SERVICES AND EQUIPMENT EXCLUSIONS**

Services required for the implementation beyond those described in this IdentifyIT Agreement, including any on-site work, Marco Support Desk assistance, or other work is billed at Marco's prevailing rates unless the Parties have entered into a separate agreement for such work or assistance.

\*This IdentifyIT Agreement is effective for services that begin on or after February 1, 2021. Any subsequent versions of this IdentifyIT Agreement will be made available at [www.marconet.com/legal](http://www.marconet.com/legal).

## **SCHEDULE A - SCHEDULE OF PRODUCTS**

(To Be Delivered)

## **SCHEDULE B – INTENTIONALLY BLANK**

## **SCHEDULE C - INTENTIONALLY BLANK**

## SCHEDULE D - PERFORMANCE SPECIFICATIONS

### PERFORMANCE SPECIFICATIONS FOR IDENTIFYIT

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Marco's IdentifyIT Assessment is designed to assist Client in identifying certain information security risks to Client's information technology through quarterly assessments ("IdentifyIT Assessment"). The IdentifyIT Assessment includes Marco's review of a limited set of risks in four areas to the extent described below and the provision of recommendations concerning those risks.

Marco will gather information for the IdentifyIT Assessment as described in paragraphs 1 through 4, below, by conducting interviews with Client personnel and by deploying certain Software on Client's Designated Equipment (as applicable). Client requests that Marco provide this Assessment and consents to the deployment of Software and Marco's access to Client's information technology and personnel, including Client Information and Access, needed to provide this Assessment. Marco will:

1. Conduct an email phishing campaign designed to identify the security awareness maturity of Client's active directory users;
2. Identify Client's technology assets and certain usage and performance information such as equipment age, warranty status, available memory, software installed, and user logins;
3. Establish a baseline for and track the ongoing implementation of security best practices as defined by The National Institutes of Standards for Cyber Security Framework; and
4. Scan Client's network for certain known information security vulnerabilities, such as vulnerabilities in Client's software or configurations.

Marco will provide a summary of its findings in a presentation that identifies its primary concerns, the potential business impact of those concerns, and its remediation recommendation(s). Each three months following the first presentation, Marco will update its presentation to Client. Client understands and agrees that the IdentifyIT Assessment is not intended to be a comprehensive review of Client's equipment, software, configurations, network or information technology and is not a replacement for any legal compliance review or regulatory audit. Marco will report its findings and recommendations.

#### CLIENT RESPONSIBILITIES

Client shall be solely and exclusively responsible for the following:

- a) designate its internal contact who will receive and review the IdentifyIT Assessment;
- b) notifying Marco of any changes to its Designated Users, Designated Equipment, its Asset Summary, and its project manager;
- c) establishing and maintaining the security and confidentiality of Client's and its personnel's data including user accounts, ids, passwords, encryption keys, and any other personal identifiers;
- d) Client represents that it has obtained any consents from its personnel and third parties necessary for the performance of the IdentifyIT Assessment.



- e) the procurement, operation, maintenance, and security of Client equipment, networks, software, Internet, and other computing resources, infrastructure and services used to connect to and access the Services;
- f) assisting Marco with locating and installing the Software for the provision of the Assessment and confirming that Designated Equipment has the Software installed (as applicable);
- g) retaining a current copy of Client data outside the Services; and
- h) all uses of the Products by Clients and its users.



## **SCHEDULE E – SERVICE LIMITATIONS AND REMEDIATION PLAN**

(To Be Delivered)